

REMARKS

This paper is submitted in reply to the Office Action dated December 17, 2007, and this paper is timely filed within the three-month period for response. Reconsideration and allowance of all pending claims are respectfully requested.

In the subject Office Action, claims 59, 61-62, and 93 were rejected under 35 U.S.C. §101. Additionally, claims 1-4, 8-29, 59, 61-62, 65-66, and 70-93 were rejected under 35 U.S.C. §103(a) as being unpatentable over Segal (Patent Application Publication 2001/0032093) (hereinafter, "Segal") in view of Buycaskets.com (PTO-892, Ref U, hereinafter, "Buy"). The Examiner also objected to claims 1-4 and 8-29 for minor informalities.

Applicants respectfully traverse the Examiner's rejections and objections to the extent that they are maintained. Applicants have amended claims 1, 59, and 93. Applicants are not conceding that the subject matter encompassed by the amended claims prior to this Amendment is not patentable over the art cited by the Examiner. The amendments were made solely to facilitate expeditious prosecution of the remaining claims. Applicants respectfully reserves the right to pursue additional claims, including the subject matter encompassed by the amended and/or canceled claims, as presented prior to this Amendment, in one or more continuing applications. Applicants also submit that no new matter is being added by the above amendments, as the amendments are fully supported in the specification, drawings and claims as originally filed.

As an initial matter, Applicants wish to thank Examiner Deshpande and Examiner Matthew S. Gart, the former Examiner on this case, for the courtesy extended in a telephone interview on March 13, 2008 with the undersigned and co-counsel Ana C. Jaquez. In the interview, proposed amendments to address the §101 rejections were discussed, and Applicants additionally discussed with respect to the art-based rejections the concept of a "lifestyle" within the context of the invention. No agreement was reached with respect to the art-based rejections; however, the Examiner did indicate that the proposed amendments (which have now been made to claims 59 and 93 in this paper) would adequately address the §101 rejections.

Turning to the subject Office Action, and in particular, with respect to the objection to claim 1, Applicants have amended claim 1 to remove the extra "the" before the word "with" in line 14 of claim 1. Withdrawal of the objections to claims 1-4 and 8-29 are therefore respectfully requested.

Next, with respect to the §101 rejections, Applicants have amended claims 59 and 93 in the manner discussed in the aforementioned interview, whereby claims 59 and 93 now recite, in part, “a program configured upon execution to generate” and “a recordable, computer-readable medium storing the program.” Support for the amendments may be found at page 9, lines 14-24 of the Application. Withdrawal of the §101 rejections are therefore respectfully requested.

Next, with respect to the art-based rejections, although no agreement was reached regarding the §103 rejection of claim 1 during the interview, Applicants have amended claim 1 (and claim 59) in an attempt to expedite prosecution. In particular, amended claims 1 and 59 recite, in part, “wherein the lifestyle of a decedent is associated with at least one of a profession of the decedent or a hobby of the decedent”. Support for the amendments may be found at page 19, lines 16-21 of the Application, which discusses the concept of a “professional” characteristic of a deceased, and gives as an example a military veteran. The passage also discusses a “personal” characteristic of a deceased, and gives as an example an avid sportsman, which is properly characterized as a hobby. The Examiner’s attention is also directed to block 174 of Fig. 6, which discusses a “hobby” within the context of a lifestyle-based planning process.

The rejections of independent claims 1 and 59 will be discussed further below, but first, Applicants wish to draw the Examiner’s attention to the §103 rejections of independent claims 65, 70 and 93, which were not addressed during the interview. Indeed, independent claims 65, 70 and 93 have been summarily rejected by the Examiner on various occasions, including the instant Office Action, and deserve greater attention.

Turning first to independent claim 65, this claim recites “a computer-implemented method for creating an online funeral plan, where the method includes interacting with a user via a selected funeral service provider web site among a plurality of funeral service provider web sites”, and “forwarding user input from a selected funeral service provider web site to a central database associated with the plurality of funeral service provider web sites to retrieve product and/or service information associated with a product or service from the database.”

In rejecting claim 65, the Examiner combines the Segal reference with the Buy reference, essentially replacing the Barrott reference with the Buy reference after the Appeal. However, the Examiner summarily rejects claims 65 by simply stating that “[c]laims 65-66 contain limitations similar to those as set forth above in claims 1-4 and 8-29.” The Examiner provides no separate analysis of the specific limitations of claim 65, and in effect ignores the specific features of this

claim that are distinguishable from claim 1. Applicants respectfully submit, however, that failing to address the specific limitations of claim 65 renders the rejection deficient on its face, pursuant to MPEP §706.02(j).¹ Specifically, the Examiner does not indicate where in Segal or Buy the claimed relationship between a funeral service provider and a multi-provider central database is suggested or disclosed.

Moreover, with respect to the subject matter actually recited in claim 65, neither Segal nor Buy discloses or suggests the claimed interaction and forwarding of user input between a funeral service provider website and a multi-provider central database. Indeed, Segal discloses at paragraph [0030] a main web site (MWS), not separate websites, and indicates in paragraph [0031] that “[p]referably, the MWS does not link to any external web site for ancillary services so that the entire transaction can be controlled from the MWS and the consumer does not get lost from the MWS”. As such, Segal does not disclose or suggest any arrangement where user input supplied to a funeral service provider web site is forwarded to a central database associated with a plurality of funeral service provider web sites. The Examiner’s analysis of claim 65 is superficial at best, and given that neither reference discloses or suggests the claimed relationship between a funeral service provider web site and a multi-provider central database, claim 65 is patentable over the cited references. Applicants therefore respectfully submit that the Examiner has failed to meet the burden required to establish a case of obviousness as to claim 65. Withdrawal of the Examiner’s rejections and allowance of claim 65, and of claim 66 which depends therefrom, are therefore respectfully requested.

Next, with respect to independent claims 70 and 93, each of these claims generally utilizes a budgetary preference of a user to guide the user with creating an online funeral plan. Specifically, claims 70 and 93 recite, in part, “generating a plurality of groupings of products and services each associated with a budgetary parameter that relates to a budgetary preference of a user”, “receiving user input associated with the budgetary parameter”, “retrieving in response to the user input the requested pricing information of products and services associated with the budgetary parameter”, “steering generation of the funeral plan according to the budgetary

¹MPEP §706.02(j) (“Contents of a 35 U.S.C. 103 Rejection”): “...the examiner should set forth in the Office Action: (A) the relevant teachings of the prior art relied upon, preferably with reference to the relevant column or page number(s) and line number(s) where appropriate....”

profile...by prompting user selections from the grouping of products and services associated with the budgetary parameter”, and “outputting the requested pricing information to the user”.

In rejecting claims 70 and 93, the Examiner combines the Segal reference with the Buy reference, essentially replacing the Barrott reference with the Buy reference after the Appeal. Once again, however, the Examiner summarily rejects claims 70 and 93, and dependent claims 71-92, by simply stating that “Claims 70-92 contain limitations similar to those as set forth above in claims 1-4 and 8-29.” The Examiner provides no separate analysis of the specific limitations of claims 70 and 93, and in effect ignores the specific features of these claims that are distinguishable from claim 1. Applicants respectfully submit, however, that failing to address the specific limitations of these claims also renders the rejections deficient on their face, pursuant to MPEP §706.02(j). Specifically, the Examiner does not indicate where in Segal or Buy a budgetary parameter is suggested or disclosed.

In particular, the passages cited in the Segal reference with respect to the §103 rejections of claims 1-4 and 8-29 are [0012]-[0013], [0020], [0022], [0024], [0027]-[0028], [0032], [0035]-[0039], and [0044]. The figures cited in Segal are FIGS. 1, 5-7, and 9-12. Pages 2-3 were cited from Buy.

It is worth repeating that Applicants do not attempt to broadly claim online funeral planning, but rather, claims 70 and 93 are directed to a particular approach for presenting planning options to a user, and the claimed approach offers features that guide users according to a specific budgetary approach. As previously indicated in the Appeal Brief, rather than presenting a planner with an overwhelming amount of all available products, the claimed planning approaches focus users by initially recommending products that already conform to a budgetary parameter. After first receiving the parameter from the user, Applicants’ system presents the user with pricing information for goods and/or services already associated with that parameter. The products or services are carefully designed to individually and collectively accord with the budgetary parameter while completing aspects of the funeral plan. The user’s planning is steered according to the budgetary parameter to make more informed and focused selections while creating or selecting a funeral plan. Indeed, using the budgetary approach of claims 70 and 93, user input is matched to product and service recommendations that conform to the user’s budget. Thus, the budget approach streamlines the planning process by presenting a client with focused recommendations that are based on a budgetary parameter.

On the other hand, the passages cited in Segal by the Examiner, as well as other passages in Segal, merely disclose a conventional, ala carte listing of all available products. And even though pricing information may be mentioned in Segal in the cited passages and figures, none of these cited passages and figures disclose or suggest creating a funeral plan based upon a budgetary parameter. Moreover, many of the cited passages and figures do not even deal with budgets, money, pricing, etc.

For example, paragraphs [0012]-[0013] merely disclose a method and system that “provid[e] price information to the remote computer based on the selected subset of the plurality of options”. Paragraph [0020] merely discloses input and output devices that may be utilized to receive and to forward electronic messages to remote computers, among other functionality. Paragraph [0022] elaborates on the Funeral Service Management System of Segal, including its databases and that it may be implemented in a server/client environment. Paragraph [0024] merely indicates that the service provider database 21 may include price information of the services provided, availability of the services provided and/or multi-media descriptions of the services provided, among other data.

Paragraphs [0027]-[0028] merely indicate that the method of Segal centralizes a collection of funeral-related commerce, content, and community offerings to assist consumers with buying death industry products and services. Indeed, funeral and/or burial services, cremation, sales of cemetery plots, and financing may be available, both for immediate needs and pre-arrangements through the purchase of insurance products and/or the transfer of moneys into trust and/or consumer financing and/or immediate payment by check or credit.

Paragraph [0032] merely discloses other service options that may be available. In particular, family and friends may be able to purchase a traditional sympathy card or virtual sympathy card, and either e-mail or send the card. Additionally, consumers may order and send flowers and/or gift baskets to mourners. However, as Applicants argue above, instead of narrowing the selection, Segal discloses that “[c]onsumers may select from a variety of available flower arrangement and basket configurations in an online catalog which displays products provided by independent flower/basket retailers”.

Paragraphs [0035]-[0039] indicate that an option request form may be completed denoting the selected options, and preferably “all” of the options have a corresponding price that is simultaneously displayed to the user as the selection is made. Upon submitting the form, the

invention of Segal permits matching of the desired services with a local Member Merchant, based upon one or more criteria, including geographic proximity, price, and quality. An overview of service package and options for the available combinations of the selected memorial service/viewing/burial arrangements is also provided.

However, as argued above, these paragraphs merely disclose the ala carte listing of services and products, and the ability of a user to select a service or product based upon the price of that service or product, which is not the same as guiding a consumer based upon a budgetary parameter. These paragraphs simply continue to indicate the same conventional approaches that may frustrate many consumers.

Likewise, paragraph [0044] merely indicates that the user is provided with options, such as cremation. And if the user selects cremation, the user is presented with options for cremation providers as well as for purchasing urns. Even if the user is guided by his or her selection of cremations to urns, this paragraph does not disclose or suggest guiding a user based upon a budgetary parameter. Moreover, these alternative paths are generally within a larger system of choices illustrated in FIG. 3 of Segal, and as a result, the user may still become overwhelmed with choices, which is one of the concerns the present invention seeks to address. Lastly, similar to paragraph [0044], any guiding illustrated in FIGS. 1, 5-7, and 9-12 is not based upon a budgetary parameter.

Turning now to Buy, and specifically pages 2-3 thereof, these pages disclose that a user may identify caskets on BuyCaskets.com using the search feature (e.g., select price range) and/or by the browse feature (e.g., Jewish). First, searching by Jewish has nothing to do with a budgetary parameter. Secondly, at the most, the search feature indicates that caskets in a selected price range may be identified. However, searching for a casket is only one product, and funeral plans generally require many products and/or many services. This multitude is acknowledged in claims 70 and 93 via the underlining “a plurality of groupings of products and services each associated with a budgetary parameter that relates to a budgetary preference of a user”, “wherein the grouping of products and services are preselected to complement each other and complete aspects of funeral planning, and to individually and collectively accord the budgetary parameter”, and “steering generation of the funeral plan according to the budgetary parameter that relates to the budgetary preference of the user by prompting user selections from the grouping of products and services associated with the budgetary parameter.

Indeed, the use of a price range in Buy for searching a single product (i.e., casket) may have the same shortcomings because a user may still have to search through an ala carte listing of other services and/or other products, and revise the selections if the user is over budget, etc., even if a casket is identified via Buy.

In conclusion, Segal merely discloses a conventional, ala carte listing of all available products, and as a consequence, the resultant choices in Segal are generally presented to the user irrespective of whether the user can actually afford them. As a result, the planner may be overwhelmed with choices and/or may have to go back and change selections after realizing they are, for instance, over budget. Similarly, Buy suffers from the very same drawbacks.

This relatively haphazard and frustrating process contrasts the tailored recommendations provided by the claimed budgetary approach recited in claims 70 and 93. More specifically, the budgetary approach promotes the entry of user input in a format that is readily associated with an established budgetary parameter. Exemplary budgetary parameters include household income, as well as insurance and/or geographic considerations. (Application, page 26, lines 14-15). The implicated parameter used to automatically make recommendations for a good, service or plan with which it is associated. Each recommendation presented to the user meets, complements or otherwise conforms to the input budget of the client.

As such, the combination of Segal and Buy falls short of disclosing each and every feature of claims 70 and 93. In particular, neither discloses or suggests the creation of a funeral plan based upon a budgetary parameter as well as the other limitations of claims 70 and 93, respectively. Applicants also respectfully submit that the rejection is improperly reliant on hindsight, and as the Examiner has not otherwise provided any credible reason why one of ordinary skill in the art would be motivated to modify Segal to include a budgetary parameter for steering generation of a funeral plan, as would be required to find claims 70 and 93 obvious. Withdrawal of the Examiner's rejections and allowance of independent claims 70 and 93, and of claims 71-92 which depend therefrom, are therefore respectfully requested.

Now turning to the rejections of the aforementioned independent claims 1 and 59, amended claims 1 and 59 generally recite, in part, "generating a plurality of groupings of products and services each associated with a profile parameter that relates to a personal funerary preference and a lifestyle of a decedent, wherein the lifestyle of a decedent is associated with at least one of a profession of the decedent or a hobby of the decedent", "receiving user input

associated with a profile parameter”, “retrieving in response to the user input the requested pricing information of products and services associated with the profile parameter”, “steering generation of the funeral plan according to the profile parameter that relates to the personal funerary preference and the lifestyle of the decedent...by prompting user selections from the grouping of products and services associated with the profile parameter”, and “outputting the requested pricing information to the user.”

In rejecting claims 1 and 59, the Examiner also combines the Segal reference with the Buy reference, essentially replacing the Barrott reference with the Buy reference after the Appeal. The Examiner expressly acknowledged on page 10 of the Office Action mailed December 17, 2007 that Segal does not disclose a computer-implemented method for creating an online funeral plan, the method comprising: generating a plurality of groupings of products and services each associated with a profile parameter that relates to a personal funerary preference and a lifestyle of a decedent. Indeed, Segal is completely silent with respect to the concept of a profile parameter that relates to a lifestyle of a decedent.

For such a teaching, the Examiner relies on Buy. In particular, The Examiner relies on paragraphs [0012]-[0013], [0024], [0035], [0039], and [0044] in Segal, and pages 2-3 in Buy. Specifically, the Examiner relies on Buy for allegedly disclosing a lifestyle of a decedent because page 3 indicates that one can browse for Jewish-related items. Buy, however, fails to address the shortcomings of Segal because amended claims 1 and 59 now recite that lifestyle of a decedent is associated with at least one of a profession of the decedent or a hobby of the decedent. Thus, lifestyle may be a profession, or alternatively, lifestyle may be a hobby. Being Jewish (or any other religion) is neither a profession nor a hobby, within the context of Applicants’ claimed invention. And as such, Buy does not disclose lifestyle, and the combination of Segal and Buy does not disclose or suggest each and every element of amended claims 1 and 59.

Additionally, Applicants also disagree with some of the Examiner’s other analysis. For instance, it is worth noting once again, that the Examiner relies on paragraph [0044] (among others) to argue that Segal discloses “steering generation of the funeral plan according to the profile parameter that relates to the personal funerary preference of the decedent...” However, Segal, instead, merely discloses a generic planning approach that permits the user to broadly

choose between burial or cremation paths, as one of the many possible options available to users. Paragraph [0044] of Segal specifically states the following:

“Referring to FIGS. 5, 7, 9, and 11, if the user chooses a traditional burial, the user is provided with options for securing a hearse and for buying a casket. Referring to FIGS. 6, 10, and 12, if the user chooses a cremation service, the user is presented with options for cremation providers as well as for purchasing urns. A priest, rabbi or other minister may also be selected to administer the services.”

However, these alternative paths are generally within a larger system of choices illustrated in FIG. 3 of Segal. As a result, the user may still become overwhelmed with choices, which is one of the concerns the present invention seeks to address. Therefore, given that neither Segal nor Buy discloses or suggests the concept of a “lifestyle” as now specifically defined in claims 1 and 59 to incorporate either “a profession of the decedent or a hobby of the decedent,” Applicants submit that no *prima facie* case of obviousness has been established with respect to these claims. Reconsideration and allowance of these claims, as well as of claims 2-4, 8-29 and 61-62 which depend therefrom, are therefore respectfully requested.

As a final matter, Applicants traverse the Examiner’s rejections of the dependent claims based upon their dependency on the aforementioned independent claims. In particular, 2-4, 8-29, and 61-62 are nonobvious over the Segal and Buy references for the reasons discussed above in connection with independent claims 1 and 59. Nonetheless, Applicants note that a number of these claims recite additional features that further distinguish these claims from the references cited by the Examiner.

For example, claim 15 additionally recites that the pricing of a product or service is guaranteed, and that the method includes initiating a display to the user of an electronic image or text representing terms of the guarantee. The Examiner relies on paragraph [0039] of Segal, which generally discloses 1) the ability to purchase immediately or by pre-arrangement, 2) how one may secure a lower price with pre-arrangement, and 3) how the cost of services and products are preferably fixed by contract at the time of execution of the contract, not at the time the services are to be performed or products are to be delivered. However, even if this could be

construed as a guarantee, paragraph [0039] does not suggest or disclose initiating a display to the user of the terms of the guarantee.

Claim 19 additionally recites retrieving an estimated cost from the database for a non-guaranteed item. Claim 20 additionally recites that the non-guaranteed item is selected from the group consisting of: a floral arrangement, musical performance, clergy, transportation and honorarium costs. As above, the Examiner relies on paragraph [0039] of Segal for these claims. However, this position is inconsistent with the Examiner's argument that paragraph [0039] discloses guaranteed pricing. The Examiner cannot take inconsistent positions from claim to claim, and must settle on a single interpretation of the prior art.

Likewise, claims 71-92 are nonobvious despite the combination of the Segal and Buy references for the reasons discussed above in connection with independent claim 70. Nonetheless, Applicants note that a number of these claims recite additional features that further distinguish these claims from the references cited by the Examiner.

For example, claim 78 additionally recites that the pricing of a product or service is guaranteed, and that the method includes initiating a display to the user of an electronic image or text representing terms of the guarantee. Even if Segal and Buy did disclose steering of a funeral plan according to the budgetary parameter, however, neither discloses where the pricing of a product or service is guaranteed, initiating a display to the user of an electronic image or text representing terms of the guarantee.

Claim 82 additionally recites retrieving an estimated cost from the database for a non-guaranteed item. Even if Segal and Buy did disclose steering of the funeral plan according to a budgetary parameter, neither discloses retrieving an estimated cost from the database for a non-guaranteed item. Indeed, Segal simply indicates that certain products and/or services may be pre-arranged and paid for, however, Segal does not appear to make a distinction between non-guaranteed and guaranteed items, and/or non-guaranteed and guaranteed pricing. (paragraph [0039]).

Claim 83 additionally recites that the non-guaranteed item is selected from the group consisting of: a floral arrangement, musical performance, clergy, transportation and honorarium costs. Even if Segal and Buy did disclose steering of the funeral plan according to the budgetary parameter, neither discloses that the non-guaranteed item is selected from the group consisting of: a floral arrangement, musical performance, clergy, transportation and honorarium costs.

Claim 88 additionally recites relating an offer for the product or service from the user to at least a subset of the plurality of funeral service providers, where the offer includes a price range. Even if Segal and Buy did disclose steering of the funeral plan according to a budgetary parameter, neither discloses relating an offer for the product or service from the user to at least a subset of the plurality of funeral service providers, where the offer includes a price range. For instance, Buy appears to only disclose a single casket provider, thus, any offer is not to a subset of a plurality of funeral service providers. Furthermore, Segal does not disclose or suggest price ranges.

The aforementioned dependent claims therefore further define an invention with features that are neither disclosed nor suggested by the prior art of record, and therefore, these claims are further patentable based upon these additional features. Reconsideration and allowance of these claims are therefore respectfully requested.

In summary, Applicants respectfully submit that all pending claims are novel and non-obvious over the prior art of record. Reconsideration and allowance of all pending claims are therefore respectfully requested. If the Examiner has any questions regarding the foregoing, or which might otherwise further this case onto allowance, the Examiner may contact the undersigned at (513) 241-2324. Moreover, if any other charges or credits are necessary to complete this communication, please apply them to Deposit Account 23 3000.

Respectfully submitted,

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Date

/Scott A. Stinebruner/

Scott A. Stinebruner
Reg. No. 38,323
WOOD, HERRON & EVANS, L.L.P.
2700 Carew Tower
441 Vine Street
Cincinnati, Ohio 45202
Telephone: (513) 241-2324
Facsimile: (513) 241-6234